

NOTICE OF COMPLIANCE/NON-COMPLIANCE

490160



RCRA

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

Division of Environment

Waste Management Program

Initial Inspection: ☒ Yes ☐ NoFollow-up Inspection: Yes ☐ No ☒Complaint: Yes ☐ No ☒

Hazardous Waste: LDF() TSF() GEN() KG() SQX() UNV() NOT A GEN() OTHER()

Used Oil: UOGX() UOT() UOM() UOP() UOB()

Solid Waste: SLF() TRS() CDL() ILF() YWC() SWP() HHW() OBS() MTP() WTM() WTP() WTR() WTT()

TO: Prairie Land Partners 11, 4, 08

2300 W. 9th Winfield KS 67156 Cowley

Address City State Zip Code County

KS R 000 001 4498

EPA Identification No.

Solid Waste Permit No.

This inspection was conducted to determine compliance with the state and federal solid and/or hazardous waste statutes and regulations.

☐ Violations As Follows☒ No Violations Identified

Citation

Description of Violation

☒ Other Comments/Concerns:

Cease using the sink located in the service area
because currently the waste water discharges
outside on the ground.

This notice is provided to call immediate attention to those areas of non-compliance. This notice does not constitute a compliance order issued by KDHE and may not be a complete listing of all violations which may be identified as a result of this inspection. Your facility must submit in writing within 30 days of receipt of this notice a description of all corrective actions taken. Any corrective actions taken by your facility will be considered in subsequent enforcement follow-up.

Your response must be submitted to:

Debbie Travis
 Kansas Department of Health and Environment
 South Central District Office
 Waste Management Program
 130 S. Market, Suite 6050
 Wichita, Kansas 67202-3802

If you have any questions concerning this Notice or wish to discuss your response, you may call me at (316) 337-6020 or Bureau of Waste Management in the Topeka office at (785) 296-1600.

This Notice was prepared by:

Debbie TravisDate 11, 4, 08

I, the undersigned hereby acknowledge that I have received and read this Notice.

Printed Name: Eldan BehaninanSignature: [Signature]Title: Service ManagerDate 11, 4, 08



KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

BUREAU OF WASTE MANAGEMENT
BUREAU OF ENVIRONMENTAL FIELD SERVICES



COMPLIANCE INSPECTION CHECKLIST HAZARDOUS WASTE COVER PAGE

General

☒ **Routine**

☐ **Complaint**

EPA/ ID/Permit No. KSR 000 014 498 Time 9:15 a.m. Date 11/4/08

Facility Name Prairie Land Partners Inc. District SCDO

Street 2300 W. 9th Ave City Winfield, KS ZIP 67156

Mailing Address (if different than above) same

County Cowley Number of Employees 15

Phone 620-221-1770 Fax na e-mail
ebohannan@prairelandpartners.com

Contact(s) Eldon Bohannon, Service Manager Inspector(s) Debbie Travis

Type of Business Agriculture Equipment Sales and Services

Operating Hours and Days Monday through Friday 7:30 a.m. to 5:30 p.m. Saturday 8:00 a.m. to noon

Lat/Long Location Method: Not Available Lat/Long Location Feature: na

Latitude: (e.g. 37.57621) na Longitude: (e.g. -101.57621) na

Has the Lat/Long been entered in the SW database? Yes ☐ No ☒

Hazardous Waste Inspection:

☒ Yes

☐ No

Generator Classification:

☐ Closed/Inactive

☒ Small Qty. Generator

☐ EPA Generator

☐ Not a Generator

☐ Kansas Generator

☐ Transporter

Other Regulated Activities:

☐ T/S/D Facility

☐ Tank System

☐ Subpart BB

(complete applicable checklist) ☐ Universal Waste Activities

Has the company declared any information/processes as trade secrets KSA 65-3447? NO

If yes, explain: _____

If facility is closed/inactive, or has recently moved please provide a brief description. _____

Used Oil Activities: ☒ Yes ☐ No

Does the facility have a total above-ground storage capacity of used oil (excluding containers less than 55-gallons) of more than 1,320 gallons? ☐ Yes ☒ No ☐ NA

If yes, then the facility is subject to SPCC requirements due to used oil activities.

Does the facility have a SPCC Plan? ☐ Yes ☐ No ☒ NA

Facility Used Oil Activities (Attach a checklist for each one marked):

☒ Generator

☐ Collection Center / Aggregation Point

☐ Transporter / Transfer Facility

☐ Used Oil Processor / Re-Refiner

☐ Used Oil Burner (Off-Spec Fuel)

☐ Used Oil Marketer

Attach all applicable checklists.

HAZARDOUS WASTE GENERATOR COMPLIANCE INSPECTION CHECKLIST

WASTE STREAM TABLE

(List all hazardous wastes first, followed by solid wastes.)

Waste Description or Process	Hazardous Waste Codes (or universal, recycled, exempt, or non-hazardous)	Waste Determination Method (process knowledge or analytical data)	Waste Amount Generated Per Month	Waste Amount Presently in Storage	Oldest Accumulation Start Date	Present Waste Disposal Location (name of TSDF, MSWLF, recycler, etc.)
Sludge – Safety-Kleen Premium Solvent	D008	PK	1 gallon	None	Na	Safety Kleen Wichita, KS
Used Oil	Non-hazardous	PK	~ 50 gallons	~ 200 gallons	Na	Safety Kleen Wichita, KS
Used Oil Engine Filters	Non-hazardous	PK	12	3	Na	City of Winfield Trash Service
Lead Acid Batteries	Recycled	PK	25	80	Na	Excide KC, MO
Fluorescent Lamps	D009	PK	1 to 2	None	Na	City of Winfield Trash Service
Metal Halide Bulbs	D009	PK	1 to 2	None	Na	Finely Electrical Winfield, KS
Used Antifreeze	Re-used	PK	3 gallons	None	Na	Onsite
Scrap Metals (steel, aluminum)	Recycled	PK	Varies	20-cubic yard container	Na	Winfield Iron and Metal
Rags/Rugs/Uniforms	Exempt	PK	Varies	None	Na	Western Uniforms Wichita, KS
Trash	Non-hazardous	PK	Varies	Na	Na	City of Winfield Trash Service – Plumb Thicket

Kansas Department of Health and Environment (KDHE)
Complaint Investigation and RCRA Compliance Evaluation Inspection Summary

Prairie Land Partners Inc.

2300 W. 9th Ave
Winfield, Kansas 67156

EPA ID No.: KSR 000 014 498

Inspection Date: November 4, 2008

KDHE Inspector: Debbie Travis, South Central District Office (SCDO),
Bureau of Environmental Field Services, (BEFS)

1.0 INTRODUCTION:

On November 4, 2008, I conducted a routine compliance inspection at the facility referenced above to determine compliance with the State of Kansas waste regulations. The focus of the inspection is to identify the types of wastes generated, points of waste generation, methods of waste management, and review relevant documents. The inspection was conducted under the authority of Kansas Administrative Regulation (K.A.R.) 28-31-12.

There has been an agriculture equipment sales and service business at this location for over twenty years. D&D Farm Implement was the original company. In 2003 D&D was purchased by Conrady Western, Inc. Then in March 2008 Prairie Land Partners Inc purchased Conrady. This is the first hazardous waste inspection for the facility. On May 12, 2008, Prairie Land Partners notified KDHE of the name change and changed their generator status from a Kansas Generator to a Small Quantity Generator. The generator status was substantiated at the conclusion of the inspection.

2.0 INSPECTION:

I presented my credentials and informed Eldon Bohannon, Service Manager of the purpose of the inspection. Mr. Bohannon has worked for nineteen years at this location surviving multiple management changes. Mr. Bohannon explained the facility operations and described each of the facility's waste streams. He accompanied me during the site inspection. Refer to Attachment 1 for the facility site and direction maps.

The size of the facility is approximately 10 acres. There are three buildings and an outside storage yard. The south building houses the offices, showroom, parts department and service area. The north building houses multiple service areas. The third building is located west of the north building and it is used for storage.

South Building

There are two Safety Kleen Model 250 solvent units in this building. Mr. Bohannon told me on March 13, 2008, Prairie Land Partners signed a Universal Services Agreement with Safety-Kleen (Attachment 2). Safety-Kleen Premium Solvent is used in all of the sinks at the facility. Model 250 solvent unit recycles the solvent nightly and generates approximately 1 quart

of sludge per month per unit. Mr. Bohannon told me they dispose of this sludge waste in the used oil. The used oil is recycled through Safety-Kleen.

During the perimeter inspection of this building I observed a two-inch PVC pipe protruding through the west exterior wall and there is soapy water ponding underneath the pipe (Photograph 1). The pipe is connected to sink located inside the building on the west wall (Photograph 2). Mr. Bohannon told me the mechanics use the sink only to wash their hands. They do not use the sink to clean parts. I instructed him to cease using the sink because it discharges wastewater outside on to the ground. I additionally documented this on the Notice of Compliance (NOC) under comments/concerns.

North Building

This building is used to conduct a variety of services on farm equipment. There are two Safety Kleen Model 250 solvent units in this building.

Outside Storage Yard

I inspected the perimeter of the buildings and the outside storage area. I observed a 300-gallon used oil storage tank on the north side of the south building and another 300-gallon used oil storage tank on the west side of the north building. Each tank had a concrete secondary containment.

Document Review:

I reviewed the contracts, receipts, material safety data sheets (MSDS), and notification.

No violations were identified during the inspection of the following regulatory areas:

- Pre-Transport Requirements – No violations were identified.
- Contractual Agreement – Safety-Kleen
- Special Conditions - Not Applicable.
- Preparedness and Prevention Requirements – Fire extinguishers were checked in June 2008.

3.0 DISCUSSION OF VIOLATIONS

No violations were cited.

4.0 EXIT CONFERENCE:

I conducted an exit conference Mr. Bohannon. We discussed the following comment: Cease using the sink located in the service area because currently the wastewater discharges outside on the ground.

I provided Mr. Bohannon with the Bureau of Waste Management (BWM) website address and briefly explained some of the information available on the website. At the conclusion of the exit conference, I provided him with a copy of the NOC. I informed him that additional violations could still be identified once the information gathered during the inspection had been reviewed.

November 4, 2008

5.0 ATTACHMENTS:

Photographs

1. Maps (2 pages)
2. Universal Services Agreement, dated March 13, 2008 (4 pages)
3. Safety-Kleen Premium Solvent MSDS (11 pages)
4. Mr. Bohannon E-mail, dated 11/6/08 (3 pages)

6.0 APPENDIX:

Debbie Travis took all photographs with a Sony Cyber-Shot digital camera.

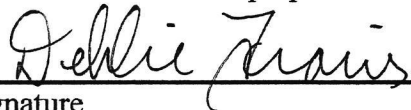
7.0 ADDITIONAL INFORMATION:

On November 6, 2008, I received an e-mail from Mr. Bohannon informing me that he had removed the wash sink and installed a new sink that is attached to the sewer system. Refer to Attachment 4 for the e-mail and photographs.

I discussed the issue of Prairie Land Partners discharging sink wastewater onto the ground with John Goetz, SCDO, Bureau of Water. Mr. Goetz said since the facility has corrected the problem BOW would not follow-up on this issue.

8.0 SIGNATURE OF AUTHOR/INSPECTOR:

Debbie Travis prepared this report:



Signature

ATTACHMENTS

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
DIVISION OF ENVIRONMENT
Bureau of Environmental Field Services
Waste Management Programs
South Central District Office

Photos have not been altered except to change the size of the file.

Site Name: Prairie Land Partners, Inc.
Address: 2300 W. 9th
County: Cowley
Legal: na

EPA ID No.: KSR 000 014 498
City: Winfield
Camera: Sony Digital Cyber-Shot
Taken By: Debbie Travis



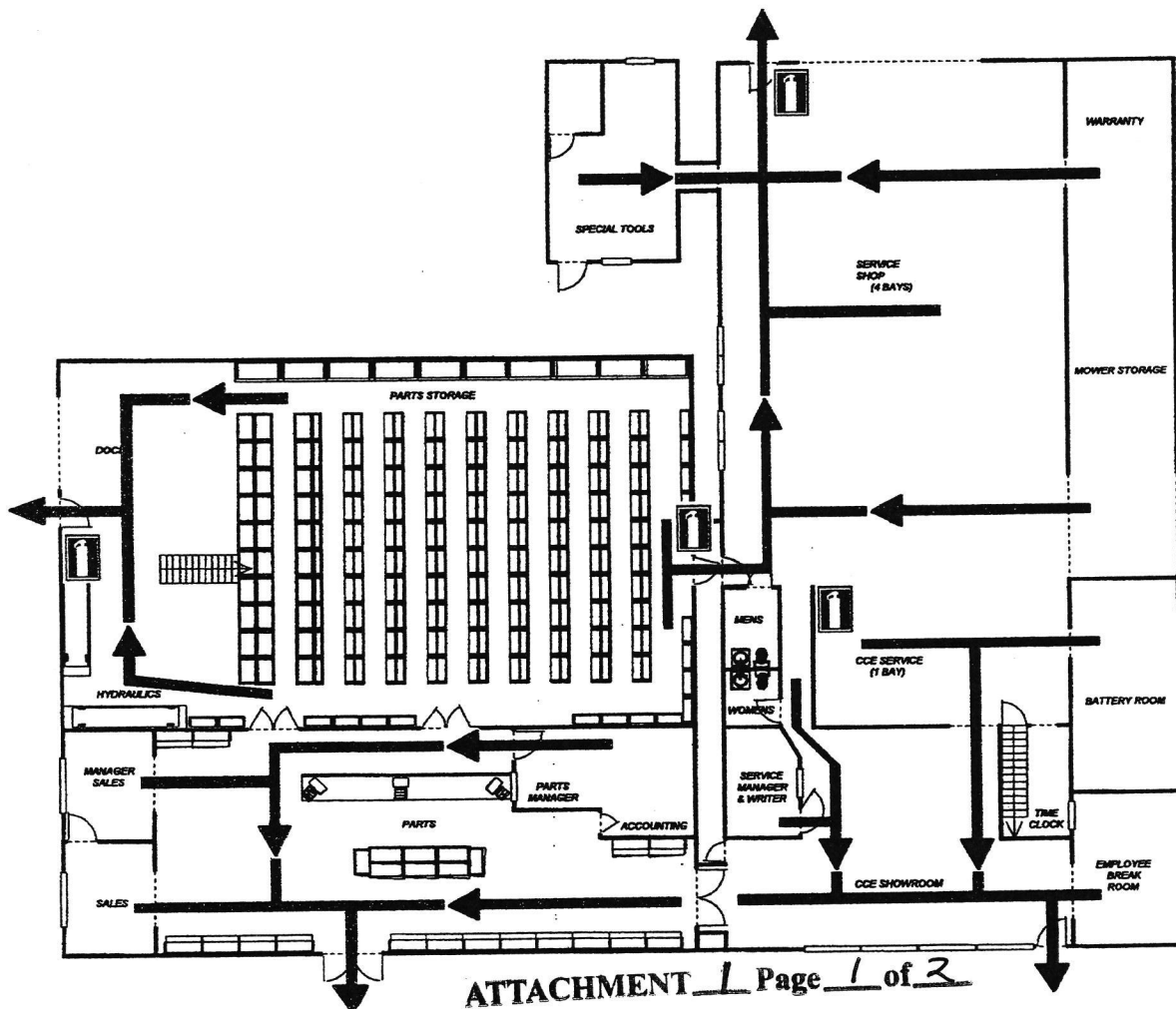
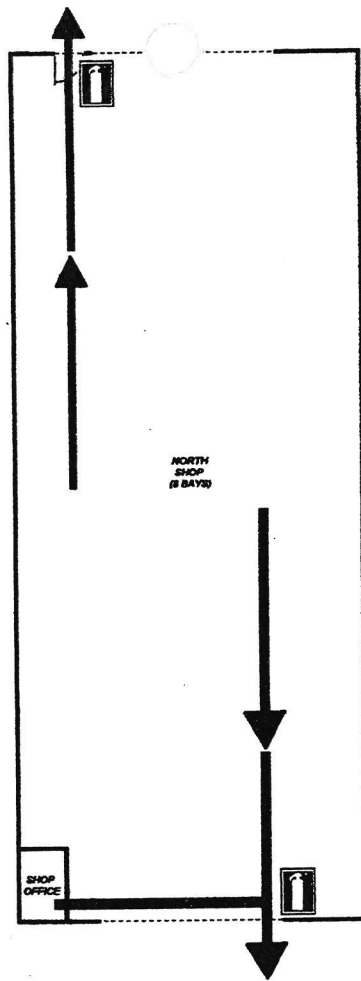
Picture No.:	<u>1</u>
Archive Disc File No.:	<u>FFY09</u>
Date:	<u>November 4, 2008</u>
Time:	<u>12:09 p.m.</u>
Location:	<u>Outside the west side of the South Building</u>
Direction Faced:	<u>Southeast</u>
Weather Conditions:	<u>Partly Cloudy</u>
Comments:	<u>The black arrow is pointing at a 2 inch PVC pipe protruding through the west exterior wall of the south building. Soapy water is ponding on the gravel located on the ground below the pipe.</u>



Picture No.:	<u>2</u>
Archive Disc File No.:	<u>FFY09</u>
Date:	<u>November 4, 2008</u>
Time:	<u>12:08 p.m.</u>
Location:	<u>South Building Service Area</u>
Direction Faced:	<u>Northwest</u>
Weather Conditions:	<u>Partly Cloudy</u>
Comments:	<u>This sink is connected to the pipe shown in photograph # 1.</u>

FIRE ESCAPE PLAN

PrairieLand Partners
Winfield, KS



MAPQUEST

Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.

★ 2300 W 9th Ave
Winfield, KS 67156-8908

Sponsored Links

Storage - Chesterfield
Free move-in Truck and
Free Lock.
Next door to Annie Gunn's.
www.storagemasters.net

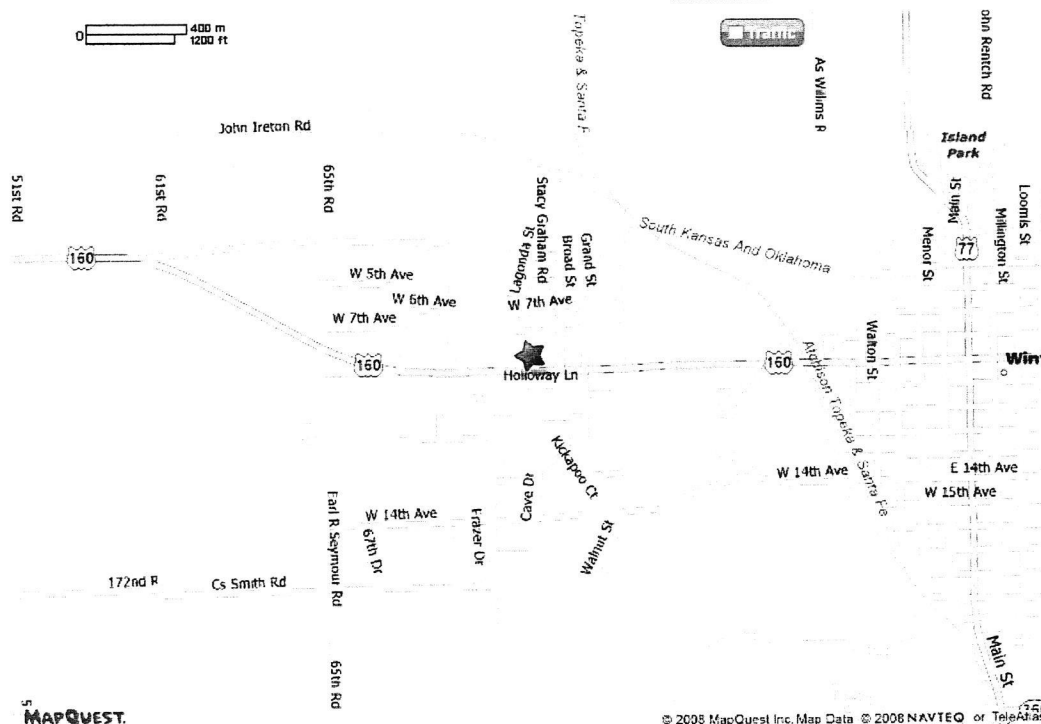
Winfield KS Hotels
The Kansas Hotel Site.
110% Discount Guaranteed
kansashotels.org/Winfield

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Insurance Directory
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Insurance.
Get your free quote today!
www.MoneyTreeList.com

Antique Auto Insurance
Instant Quotes, Agreed
Value
Free Roadside Assistance,
Low Rates
www.ClassicIns.com

Prairie Land Partners
KSR 000 014 498



MAPQUEST.

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Customer Number _____

Branch # 619501

UNIVERSAL SERVICES AGREEMENT

This Universal Services Agreement ("Agreement") dated March 13, 2008 ("Effective Date") by and between Safety-Kleen Systems, Inc. ("Safety-Kleen") and ~~Prairie Land Partners~~ Prairie Land Partners ("Customer").

1. **Services and Payment.** Safety-Kleen will provide the services ("Services") at the prices ("Prices") and locations as described on the attached schedule(s) and as adjusted in accordance with paragraph 3. Applicable taxes or similar assessments are not included in the Prices and will be billed separately on invoices. Safety-Kleen, in its sole discretion, may charge reasonable surcharges. Customer agrees to pay the Prices for the Services and agrees that payments hereunder are due within thirty (30) days of invoice date. In the event Customer fails to make payment when due, an amount equal to the lesser of (i) 1.5% per month (18% per annum); or (ii) the maximum rate allowed by law will be added to all amounts outstanding which have not been paid. In the event Customer defaults under this Agreement, Safety-Kleen will be entitled to recover costs of collection, including attorneys' fees.
2. **Term and Termination.** The initial term of this Agreement is for a period of 1 year(s). Unless either party gives the other written notice at least sixty (60) days prior to the expiration of the initial term or any renewal term, this Agreement will automatically renew for the same term and will continue to renew at the expiration of each subsequent term. Either party may terminate this Agreement if the other party fails to perform in accordance with this Agreement and the breaching party fails to correct such default or neglect within thirty (30) days. Safety-Kleen may terminate this Agreement with or without cause upon thirty (30) days written notice to Customer. Thereafter, if any change or communication from any municipal, local, state, federal or interstate agency occurs with respect to any laws, rules, regulations or ordinances applicable to the rights or obligations contained in this Agreement ("Applicable Laws") or which materially impacts either party, then either party will have the option to immediately terminate this Agreement or to have the terms of this Agreement renegotiated to bring this Agreement and the respective obligations or rights of the parties into compliance with such change or changes. Should Customer terminate this Agreement for any reason other than in accordance with this paragraph 2, Customer agrees to pay Safety-Kleen (i) an amount equal to the sum total price of all Services that would have been provided to Customer under the terms of this Agreement; and (ii) if the Services include the rental of parts washer equipment, a termination fee in the amount of \$100.00 per piece of equipment to compensate Safety-Kleen for the cost of removing the parts cleaning equipment and disposing of the used solvent. The foregoing remedies are in addition to any other relief or remedy to which Safety-Kleen may be entitled.
3. **Price Adjustments.** Upon each anniversary of the Effective Date, the Prices will be automatically adjusted ("CPI Price Adjustment") by an amount equal to the lesser of (a) the percentage change in the Consumer Price Index ("CPI") for the most recently available previous twelve months or (b) 4%. The CPI used to calculate the CPI Price Adjustment will be the Consumer Price Index All Items, All Urban Consumers as published by the U.S. Department of Labor. In addition to the CPI Adjustment, on a quarterly basis, Safety-Kleen may adjust the rate paid for waste oil services to reflect the changes in the market value of waste oil which is based on the index of energy related commodities. Customer will be given thirty (30) days written notice of any CPI Price Adjustment. After the first anniversary of the Effective Date, Safety-Kleen may increase the Prices (in addition to any CPI Price Adjustment).
4. **Compliance.** (a) Customer acknowledges placement of the equipment and materials, including, but not limited to containers, solvents and aqueous cleaning solutions, listed on the attached schedules and/or other equipment or materials set forth in a Safety-Kleen placement form, service acknowledgement, invoice or similar agreement ("Equipment"). Customer agrees that all servicing, repair and maintenance of Equipment will be performed only by Safety-Kleen. All Equipment owned or provided by Safety-Kleen ("Safety-Kleen Property") will remain the property of Safety-Kleen and will be returned to Safety-Kleen upon termination of this Agreement. Customer agrees to pay for replacement of Safety-Kleen Property due to loss or damage. All Customer-owned equipment will be serviced by Safety-Kleen, but will be maintained, repaired by and remain the property of Customer.
(b) Customer agrees that it will not (i) introduce any substance into the Safety-Kleen Property, including, without limitation, any hazardous waste or hazardous waste constituent, except to the extent such introduction is incidental to the normal use of the Safety-Kleen Property; and (ii) place parts or paint guns that have been contaminated with, or otherwise introduce, polychlorinated biphenyls ("PCBs"), herbicides, pesticides, dioxins or listed hazardous wastes into the solvent or aqueous cleaning solution.

(c) Customer will submit a separate description ("Material Profile") for each material tendered or delivered by Customer to Safety-Kleen ("Waste"). Customer, upon request by Safety-Kleen, will submit a sample of the Waste described in the Material Profile with the Material Profile. Customer acknowledges and agrees that Safety-Kleen bases its testing, evaluation, collection, handling and processing procedures on the description of the Waste contained in the Material Profile. Customer agrees not to mix the Waste with any other materials (including, without limitation, materials containing PCBs) or otherwise alter the characteristics of the Waste. Customer will inform Safety-Kleen of any process changes that may alter the characteristics of the Waste.

(d) If Customer disposes of aqueous cleaning solutions provided by Safety-Kleen at Customer's site ("On-site Disposal"), title to such aqueous cleaning solutions will pass to Customer at the time of the On-site Disposal.

(e) If Customer requests oil services, Customer will properly classify the Waste as used oil or nonhazardous waste in accordance with Applicable Laws, including, but not limited to the provisions of 40 CFR 262.11.

5. Customer Agreements, Representations and Warranties. Customer agrees, represents and warrants that:

(a) Customer grants to Safety-Kleen, its agents, subcontractors and employees reasonable access to Customer's premises for purposes of fulfilling Safety-Kleen's obligations under this Agreement.

(b) Upon each delivery of Services, Customer will execute a Safety-Kleen service acknowledgement, placement form or similar form.

(c) When Customer is responsible for packaging and marking the Waste, Customer will describe, code, package and label the Waste in accordance with all Applicable Laws.

(d) Provided the Waste is as described in the Material Profile and the Waste is properly packaged, coded, marked and labeled, title, risk of loss and all other incidents of ownership with respect to the Waste will be transferred from Customer to Safety-Kleen at the time Safety-Kleen takes possession of, signs of and removes the Waste from Customer's location. Any marketable or usable material Safety-Kleen may recover from the Waste shall be the sole property of Safety-Kleen.

(e) All Material Profiles are and will be true, accurate and complete and the Waste will conform to the Material Profile. If the Waste does not conform to the description contained in the Material Profile or if any packaging and/or marking provided by Customer is not in accordance with Applicable Laws and requirements provided in advance to Customer by Safety-Kleen (i) the Waste will be considered nonconforming; and (ii) Safety-Kleen may, in its sole discretion, refuse to accept or revoke its acceptance of such nonconforming Waste. A revocation of acceptance will operate to revert title, risk of loss and all other incidents of ownership in or to such nonconforming Waste in Customer at the time of revocation. Customer will be subject to a nonconforming Waste charge, including the cost of equipment decontamination and subsequent disposal.

(f) The Safety-Kleen service acknowledgement, invoice or similar form signed by Customer will accurately reflect the type and quantity of Wastes generated by Customer and Customer's generator status.

(g) When Safety-Kleen provides its nonhazardous parts cleaner, paint gun cleaner, paint waste or fluid recovery service to Customer, the solvent, aqueous cleaning solution, paint waste, fluid or other non-hazardous waste ("Nonregulated Waste") has not been and will not be mixed, combined or otherwise blended in any quantity with any material that would render the Nonregulated Waste hazardous under Applicable Laws and certifies that the Nonregulated Waste was generated in the same process that generated the Nonregulated Waste that was sampled and analyzed by Safety-Kleen to qualify the Nonregulated Waste for nonhazardous treatment.

(h) Customer is and will remain in compliance with all requirements of Applicable Laws.

6. Indemnification. (a) Safety-Kleen agrees to indemnify, hold harmless and defend Customer, its directors, officers, employees and agents from and against any and all liabilities, claims, penalties, forfeitures, suits, and the reasonable costs and expenses incident thereto (including costs of defense, settlement and reasonable lawyers' fees, consultant or other professional fees and the reasonable costs of investigation, containment and cleanup and any remedial actions required by law, regulation or order, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 or comparable state superfund law [applicable only in the United States]) (collectively referred to as "Damages"), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Laws, to the extent that such Damages were caused by: (i) Safety-Kleen's breach of any term or provision of this Agreement; (ii) the failure of any representation or warranty of Safety-Kleen to be true, accurate and complete; or (iii) any negligent act or omission or willful misconduct of Safety-Kleen or its employees or agents.

(b) Customer agrees to indemnify, hold harmless and defend Safety-Kleen, its directors, officers, employees and agents from and against any and all Damages, which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of Laws, to the extent that such Damages were caused by: (i) Customer's breach of any term or provision of this Agreement; (ii) the failure of any representation or warranty of Customer to be true, accurate and complete; or (iii) any negligent act or omission or willful misconduct of Customer or its employees or agents.

(c) In the event that any claims, penalties, damages, costs, expenses and other liabilities referred to above are contributed to by the breach of contract, negligence, willful misconduct or violation of law of both Safety-Kleen and Customer, the parties

agree that all such claims, penalties, damages, costs, expenses and other liabilities will be apportioned among the parties on the basis of their comparative degrees of fault.

(d) In no event shall either party be liable for any special, indirect, incidental or consequential damages, whether based in contract, warranty, indemnity or tort, negligence or strict liability.

7. **Excuse of Performance.** Any delay or failure on the part of Safety-Kleen to perform the Services will be excused, to the extent that such delay or failure was a result of an act of God, an order or demand from a governmental authority, acts of public enemies, war, sabotage, rebellion or riots, unavailability of labor, equipment, supplies, adverse weather or any other event beyond Safety-Kleen's reasonable control.

8. **Miscellaneous Terms.** Safety-Kleen may delegate, assign or subcontract its rights and/or responsibilities under this Agreement without prior written consent of Customer. Customer may not assign or subcontract its rights and/or responsibilities under this Agreement without Safety-Kleen's prior written approval. This Agreement shall be governed by the laws of the State of Texas. Any waiver by either party of any provision or condition of this Agreement will not be construed or deemed to be a waiver of any other provisions or conditions. If any section of this Agreement is found to be unenforceable, such finding will not affect the enforceability of any other section or the Agreement as a whole. The paragraph headings in this Agreement are inserted for the convenience of the parties only and do not in any manner affect this Agreement. This Agreement, the Schedule(s), and each Material Profile, placement form, service acknowledgement or similar written agreement, constitute the entire agreement between the parties related to the Services or the Waste. The terms of this Agreement will apply to all services and equipment provided by Safety-Kleen to Customer whether or not such service or equipment is listed in a Schedule. The parties agree that preprinted terms and conditions on a Customer purchase or work order will be of no force and effect, even if signed by both parties. No amendment, modification or waiver of any provision of this Agreement will be binding on Safety-Kleen or Customer unless in writing and signed by both parties. Sections 1, 2, 5, 6 and 8 will survive termination of this Agreement.

The parties have read, understand, and agree to be bound by the terms of this Agreement.

CUSTOMER: Prairie Land Partners

SAFETY-KLEEN SYSTEMS, INC.

By: Eldon Bohannon
Print Name and Title of Authorized
Customer Representative

Service Manager

By: T.R. Tunnell
T.R. Tunnell, Executive Vice President,
Secretary and General Counsel

NOTE: To enable quick execution, Safety-Kleen has pre-signed this Universal Services Agreement. Any modifications to this Agreement, however, will render Safety-Kleen's signature null and void unless signed below by a Safety-Kleen authorized representative and accompanied by a stamp of approval from Safety-Kleen's legal department.

Approved as modified:

SAFETY-KLEEN SYSTEMS, INC.

By: _____

Title: _____

Date: _____

Approved as to Form:

SAFETY-KLEEN LEGAL DEPARTMENT

EXHIBIT A
Solvent Refreshing Parts Cleaner

This Solvent Refreshing Parts Cleaner Form, dated 3-13-08, is attached to and incorporated in the Universal Services Agreement dated 3-13-08 ("Agreement") between Safety-Kleen Systems, Inc. ("Safety-Kleen") and PrairieLand Partners ("Customer"). Capitalized terms that are not defined herein will have the meaning given to them in the Agreement.

Customer Name <u>PrairieLand Partners</u>	Service Address <u>2300 W 9th</u> <u>Winfield, KS 67156</u>	Bill to Address	Phone Number <u>620-221-1770</u>
Customer Number	Branch Number <u>619501</u>	Sales Rep No. <u>24359</u>	EPA ID No.

Annual Quantity	SK Product Service Number	Services/Products Description	Department	Machine Serial Number	Service Term	Price
1	250150	System One		0011050050 67061886	12	106.84 n
1	250150	System One		67061887	12	106.84 m
1	250150	System One		06030642	12	106.84 m
1	250150	System One		06030876	12	106.84 m

- The Services listed above do not include the removal and management of residual material removed from the distillation chamber of the Equipment, except as provided in paragraph 4(b).
- Customer agrees to use the above listed parts cleaner(s) ("Parts Cleaner(s)") in accordance with the applicable instruction manual. In particular, Customer agrees to (a) refresh the cleaning solvent (by pressing the "Refresh" button) at least daily and before the cleaning solvent becomes too dirty for further use, (b) only use cleaning solvent approved for the Parts Cleaner(s) and provided by Safety-Kleen, (c) use the Parts Cleaner(s) only for washing used lubricating oil (or other "used oil") and associated dirt from parts and (d) not introduce other chemicals or materials (including, but not limited to, kerosene, fuel, oil, gasoline, detergents, solvent or cleaners) into the wash basin or any other part of the Parts Cleaner(s), the cleaning solvent or the Waste Container (defined below).
- If Customer is located in California or any other state or district that does not recognize or classify the residual material removed from the distillation chamber of the Parts Cleaner(s) as used oil, Safety-Kleen as part of the Service will provide Customer with a sixteen (16) gallon container ("Waste Container") to be used for the satellite accumulation of the residue by-product from the distillation process of the Parts Cleaner(s). When the Waste Container becomes full, Safety-Kleen will remove, manifest and transport the Waste Container and will dispose of the contents of the Waste Container in accordance with all Applicable Laws.
- This Schedule Form is effective as of March 13, 2008

CUSTOMER:

PrairieLand Partners

By: Eldon Bannan

Service Manager
Print Name and Title of Authorized Customer Representative

SAFETY-KLEEN
SAFETY-KLEEN SYSTEMS, INC.

By: [Signature]

Jim Chandler 619501
Print Safety-Kleen Employee's Name and Branch No.

**SAFETY-KLEEN PREMIUM SOLVENT
SAFETY-KLEEN PREMIUM GOLD SOLVENT
(VIRGIN AND RECYCLED)
MATERIAL SAFETY DATA SHEET FOR USA AND CANADA**



SECTION 1: PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: SAFETY-KLEEN PREMIUM SOLVENT
SAFETY-KLEEN PREMIUM GOLD SOLVENT
(VIRGIN AND RECYCLED)

SYNONYMS: Parts Washer Solvent; Petroleum Distillates; Petroleum Naphtha;
Naphtha, Solvent; Stoddard Solvent; Mineral Spirits.

PRODUCT CODE: 6605, 6616

PRODUCT USE: Cleaning and degreasing metal parts.
If this product is used in combination with other products, refer to the
Material Safety Data Sheet for those products.

**24-HOUR EMERGENCY PHONE NUMBER
MEDICAL AND TRANSPORTATION (SPILL):**

These numbers are for
emergency use only. If
you desire non-emergency
product information,
please call a phone
number listed below.

1-800-468-1760

SUPPLIER: Safety-Kleen Systems, Inc.
5400 Legacy Drive
Cluster II, Building 3
Plano, Texas 75024
USA
1-800-669-5740
www.Safety-Kleen.com

TECHNICAL INFORMATION: 1-800-669-5740 Press 1 then Enter 7500

MSDS FORM NUMBER: 82658

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SUPERSEDES: November 1, 2006

PREPARED BY: Product MSDS Coordinator

APPROVED BY: MSDS Task Force

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SAFETY-KLEEN PREMIUM SOLVENT
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MATERIAL SAFETY DATA SHEET FOR USA AND CANADA

SECTION 2: COMPOSITION/INFORMATION ON INGREDIENTS

WT%	NAME	SYNONYM	CAS NO.	TWA	OSHA PEL**	TWA	ACGIH TLV®	LD ^a	LC ^b
					STEL ppm		STEL ppm		
100	Distillates (petroleum), hydrotreated light	N. Av.	64742-47-8	500 ^c ppm 2900 ^c mg/m ³	N. Av.	100 ^c	N. Av.	5000 ^c mg/kg	5500 ^c mg/m ³ /4h

**OSHA Final PEL value (enforceable). Some States have adopted more stringent values.

N. Av. = Not Available
^cOral-Rat LD₅₀

^bInhalation-Rat LC₅₀

^cBased on Stoddard Solvent

SECTION 3: HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

APPEARANCE

Liquid, clear, colorless to pale yellow, mild hydrocarbon odor.

WARNING!

PHYSICAL HAZARDS

Combustible liquid and vapor.

HEALTH HAZARDS

May be harmful if inhaled.

May irritate the respiratory tract (nose, throat, and lungs), eyes, and skin.

May be harmful if swallowed.

Contains material that may cause central nervous system and kidney damage.

ENVIRONMENTAL HAZARDS

Not toxic to aquatic life.

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POTENTIAL HEALTH EFFECTS

INHALATION (BREATHING): High concentrations of vapor may be harmful if inhaled. High concentrations of vapor or mist may irritate the respiratory tract (nose, throat, and lungs). High concentrations of vapor or mist may cause nausea, vomiting, headaches, dizziness, loss of coordination, numbness, and other central nervous system effects. Massive acute overexposure may cause rapid central nervous system depression, sudden collapse, coma, and/or death.

EYES: May cause irritation.

SKIN: May cause irritation. Not likely to be absorbed in harmful amounts.

INGESTION (SWALLOWING): May be harmful if swallowed. May cause throat irritation, nausea, vomiting, and central nervous system effects as noted under **INHALATION (BREATHING)**. Breathing product into the lungs during ingestion or vomiting may cause lung injury and possible death.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Individuals with pre-existing respiratory tract (nose, throat, and lungs), central nervous system, kidney, eye, and/or skin disorders may have increased susceptibility to the effects of exposure.

CHRONIC: Prolonged or repeated inhalation may cause toxic effects as noted under **INHALATION (BREATHING)**. Prolonged or repeated exposure may cause central nervous system and kidney damage. Prolonged or repeated eye contact may cause inflammation of the membrane lining the eyelids and covering the eyeball (conjunctivitis). Prolonged or repeated skin contact may cause drying, cracking, redness, itching, swelling (dermatitis) and/or burns..

CANCER INFORMATION: No known carcinogenicity. For more information, see **SECTION 11: CARCINOGENICITY**.

Also see **SECTION 15: CALIFORNIA**.

POTENTIAL ENVIRONMENTAL EFFECTS

Product is not toxic to aquatic life. Also see **SECTION 12: ECOLOGICAL INFORMATION**.

SECTION 4: FIRST AID MEASURES

INHALATION (BREATHING): Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Oxygen should only be administered by qualified personnel. Someone should stay with victim. Get medical attention if breathing difficulty persists.

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EYES: If irritation or redness from exposure to vapor develops, move away from exposure into fresh air. Upon contact, immediately flush eyes with plenty of lukewarm water, holding eyelids apart, for 15 minutes. Get medical attention.

SKIN: Remove affected clothing and shoes. Wash skin thoroughly with soap and water. Get medical attention if irritation or pain develops or persists.

INGESTION (SWALLOWING): Do NOT induce vomiting. Immediately get medical attention. Call 1-800-468-1760 for additional information. If spontaneous vomiting occurs, keep head below hips to avoid breathing the product into the lungs. Never give anything by mouth to an unconscious person.

NOTE TO PHYSICIANS: Treat symptomatically and supportively. Treatment may vary with condition of victim and specifics of incident. Call 1-800-468-1760 for additional information.

SECTION 5: FIRE FIGHTING MEASURES
--

FLASH POINT: 148°F (64°C) (approximately) Tag Closed Cup

FLAMMABLE LIMITS IN AIR: **LOWER:** 0.7 VOL% (minimum) **UPPER:** 5 VOL% (maximum)

AUTOIGNITION TEMPERATURE: 410°F (210°C) (minimum)

HAZARDOUS COMBUSTION PRODUCTS: Decomposition and combustion materials may be toxic. Burning may produce carbon monoxide and unidentified organic compounds.

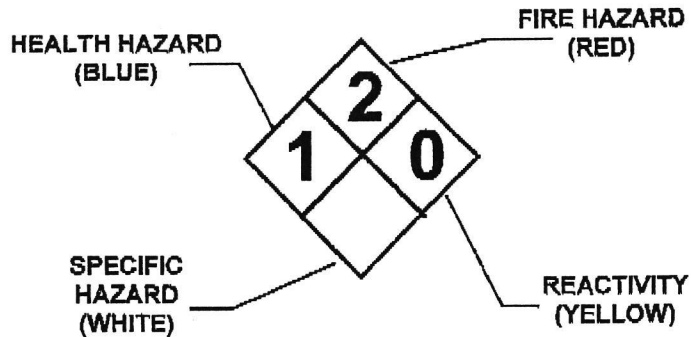
CONDITIONS OF FLAMMABILITY: Heat, sparks, or flame.

EXTINGUISHING MEDIA: Carbon dioxide, regular foam, dry chemical, water spray, or water fog.

SAFETY-KLEEN PREMIUM SOLVENT
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NFPA 704**HAZARD IDENTIFICATION:**

This information is intended solely for the use by individuals trained in this system.

**FIRE FIGHTING INSTRUCTIONS:**

Keep storage containers cool with water spray. A positive-pressure, self-contained breathing apparatus (SCBA) and full-body protective equipment are required for fire emergencies.

FIRE AND EXPLOSION HAZARDS:

Vapor explosion hazard indoors, outdoors, or in sewers. Vapors may travel to ignition source and flashback. Vapors will spread along the ground and collect in low or confined areas. Run-off to sewer may create a fire hazard. Heated containers may rupture or be thrown into the air. "Empty" containers may retain residue and can be dangerous. Products are not sensitive to mechanical impact. Products may be sensitive to static discharge, which could result in fire or explosion.

SECTION 6: ACCIDENTAL RELEASE MEASURES

Remove all ignition sources. Do not touch or walk through spilled product. Stop leak if you can do it without risk. Wear protective equipment and provide engineering controls as specified in **SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION**. Isolate hazard area. Keep unnecessary and unprotected personnel from entering. Ventilate area and avoid breathing vapor or mist. A vapor suppressing foam may be used to reduce vapors. Contain spill away from surface water and sewers. Contain spill as a liquid for possible recovery, or sorb with compatible sorbent material and shovel with a clean, sparkproof tool into a sealable container for disposal.

Additionally, for large spills: Water spray may reduce vapor, but may not prevent ignition in closed spaces. Dike far ahead of liquid spill for collection and later disposal.

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SECTION 7: HANDLING AND STORAGE

- HANDLING:** Keep away from heat, sparks, or flame. Where flammable mixtures may be present, equipment safe for such locations should be used. Use clean, sparkproof tools and explosion-proof equipment. When transferring product, metal containers, including trucks and tank cars, should be grounded and bonded. Do not breathe vapor or mist. Use in a well ventilated area. Avoid contact with eyes, skin, clothing, and shoes. Do not smoke while using this product.
- SHIPPING AND STORING:** Keep container tightly closed when not in use and during transport. Store containers in a cool, dry place. Do not pressurize, cut, weld, braze, solder, drill, or grind containers. Keep containers away from heat, flame, sparks, static electricity, or other sources of ignition. Empty product containers may retain product residue and can be dangerous. See **SECTION 14: TRANSPORTATION INFORMATION** for Packing Group information.

SECTION 8: EXPOSURE CONTROLS/PERSONAL PROTECTION

- ENGINEERING CONTROLS:** Provide general ventilation needed to maintain concentration of vapor or mist below applicable exposure limits. Where adequate general ventilation is unavailable, use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below applicable exposure limits. Where explosive mixtures may be present, equipment safe for such locations should be used.

PERSONAL PROTECTIVE EQUIPMENT

- RESPIRATORY PROTECTION:** Use NIOSH-certified P- or R- series particulate filter and organic vapor cartridges when concentration of vapor or mist exceeds applicable exposure limits. Protection provided by air purifying respirators is limited. Do not use N-rated respirators. Selection and use of respiratory protective equipment should be in accordance in the USA with OSHA General Industry Standard 29 CFR 1910.134; or in Canada with CSA Standard Z94.4.
- EYE PROTECTION:** Where eye contact is likely, wear chemical goggles; contact lens use is not recommended.

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SKIN PROTECTION: Where skin contact is likely, wear neoprene, nitrile, or equivalent protective gloves; use of natural rubber or equivalent gloves is not recommended.

To avoid prolonged or repeated contact with products where spills and splashes are likely, wear appropriate chemical-resistant faceshield, boots, apron, coveralls, long sleeve shirts, or other protective clothing.

PERSONAL HYGIENE: Use good personal hygiene. Wash thoroughly with soap and water after handling product and before eating, drinking, or using tobacco products. Clean affected clothing, shoes, and protective equipment before reuse. Discard affected clothing, shoes, and/or protective equipment if they cannot be thoroughly cleaned. Discard leather articles, such as shoes, saturated with this product.

OTHER PROTECTIVE EQUIPMENT: Where spills and splashes are likely, facilities storing or using these products should be equipped with an emergency eyewash and shower, both equipped with clean water, in the immediate work area.

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES
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PHYSICAL STATE, APPEARANCE, AND ODOR:	Liquid, clear, colorless to pale yellow, mild hydrocarbon odor.
ODOR THRESHOLD:	30 ppm (based on Stoddard Solvent)
MOLECULAR WEIGHT:	Not available.
SPECIFIC GRAVITY:	0.77 to 0.80 at 60°F (15.6°C) (water = 1)
DENSITY:	6.4 to 6.7 LB/US gal (770 to 800 g/l)
VAPOR DENSITY:	5 (air = 1) (approximately)
VAPOR PRESSURE:	0.2 mm Hg at 68°F (20°C) (approximately) 0.6 mm Hg at 100°F (37°C) (approximately)
BOILING POINT:	350°F (177°C) (initial)
FREEZING/MELTING POINT:	-45°F (-43°C) (maximum)
pH:	Not applicable.
EVAPORATION RATE:	0.1 (butyl acetate = 1) (based on Stoddard Solvent)

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SOLUBILITY IN WATER: Insoluble.

FLASH POINT: 148°F (64°C) (approximately) Tag Closed Cup

FLAMMABLE LIMITS IN AIR: **LOWER:** 0.7 VOL% (minimum) **UPPER:** 5 VOL% (maximum)

AUTOIGNITION TEMPERATURE: 410°F (210°C) (minimum)

SECTION 10: STABILITY AND REACTIVITY

STABILITY: Stable under normal temperatures and pressures. Avoid heat, sparks, or flame.

INCOMPATIBILITY: Avoid acids, alkalies, oxidizing agents, reducing agents, or reactive halogens.

REACTIVITY: Polymerization is not known to occur under normal temperature and pressures. Not reactive with water.

HAZARDOUS DECOMPOSITION PRODUCTS: None under normal temperatures and pressures. See also **SECTION 5: HAZARDOUS COMBUSTION PRODUCTS.**

SECTION 11: TOXICOLOGICAL INFORMATION
--

SENSITIZATION: Based on best current information, there is no known human sensitization associated with this product.

MUTAGENICITY: Based on best current information, there is no known mutagenicity associated with this product.

CARCINOGENICITY: Based on best current information, there is no known carcinogenicity as categorized by ACGIH A1 or A2 substances; as categorized by IARC Group 1, Group 2A, or Group 2B agents; or as listed by NTP as either known carcinogens or substances for which there is limited evidence of carcinogenicity in humans or sufficient evidence of carcinogenicity in experimental animals.

Also see **SECTION 15: CALIFORNIA.**

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REPRODUCTIVE TOXICITY: Based on best current information, there is no known reproductive toxicity associated with this product.

Also see **SECTION 15: CALIFORNIA.**

TERATOGENICITY: Based on best current information, there is no known teratogenicity associated with this product.

TOXICOLOGICALLY SYNERGISTIC PRODUCT(S): Based on best current information, there are no known toxicologically synergistic products associated with this product.

SECTION 12: ECOLOGICAL INFORMATION

ECOTOXICITY: A Static Acute Bioassay as per California Department of Fish and Game WPCL was done using fathead minnows and up to 750 ppm of the products in water. The material passed the bioassay.

OCTANOL/WATER PARTITION COEFFICIENT: Not available.

VOLATILE ORGANIC COMPOUNDS: 100 WT%; 6.4 to 6.7 LB/US gal; 770 to 800 g/l
As per 40 CFR Part 51.100(s).

SECTION 13: DISPOSAL CONSIDERATIONS
--

DISPOSAL: Dispose in accordance with federal, state, provincial, and local regulations. Regulations may also apply to empty containers. The responsibility for proper waste disposal lies with the owner of the waste. Contact Safety-Kleen regarding proper recycling or disposal.

USEPA WASTE CODE(S): Not regulated.
Based on available data, this information applies to the product as supplied to the user. Processing, use, or contamination by the user may change the waste code applicable to the disposal of this product.

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SECTION 14: TRANSPORT INFORMATION

DOT:

Bulk Packages (>119 Gallons):

Shipping Name: Combustible liquid, n.o.s. (petroleum naphtha) **UN/NA**
#: NA1993. **Hazard Class:** Combustible liquid. **Packing Group:** III
Required Placards: Class 3, NA1993

Non-bulk Packages (<120 Gallons):

Shipping Name: Cleaning compounds (Petroleum naphtha) (Not US
DOT regulated). **UN/NA #:** None. **Hazard Class:** None **Packing**
Group: None **Required Label(s):** None

TDG:

Shipping Name: Non-regulated goods.

**EMERGENCY RESPONSE
GUIDE NUMBER:**

128

Reference *North American Emergency Response Guidebook*

SECTION 15: REGULATORY INFORMATION

USA REGULATIONS

**SARA SECTIONS
302 AND 304:**

Based on the ingredients listed in **SECTION 2**, this product does not contain any "extremely hazardous substances" listed pursuant to Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) Section 302 or Section 304 as identified in 40 CFR Part 355, Appendix A and B.

**SARA SECTIONS
311 AND 312:**

This product poses the following health hazards as defined in 40 CFR Part 370 and are subject to the requirements of sections 311 and 312 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA):

Immediate (Acute) Health Hazard
Delayed (Chronic) Health Hazard
Fire Hazard

**SARA SECTION
313:**

This product does not contain "toxic" chemicals subject to the requirements of section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) and 40 CFR Part 372.

CERCLA:

Based on the ingredient listed in **SECTION 2**, this product does not contain any "hazardous substances" listed pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) in 40 CFR Part 302, Table 302.4.

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TSCA: The component of this product is listed on, or is automatically included as "naturally occurring chemical substances" on, or is exempted from the requirement to be listed on, the TSCA Inventory.

CALIFORNIA: This product may contain a detectable amount of benzene CAS 71-43-2 (at or below 0.4 mg/L) and p-dichlorobenzene CAS 106-46-7 (at or below 5 mg/L). WARNING: These chemicals are known to the State of California to cause cancer.

This product may contain a detectable amount of benzene CAS 71-43-2 (at or below 0.4 mg/L) and toluene CAS 108-88-3 (at or below 30 mg/L). WARNING: These chemicals are known to the State of California to cause birth defects or other reproductive harm.

CANADIAN REGULATIONS

This product have been classified in accordance with the hazard criteria of the Controlled Products Regulations (CPR) and the MSDS contains all information required by the CPR.

WHMIS: Class B3 - Combustible Liquid
Class D2B - Irritating to eyes and skin.

CANADIAN ENVIRONMENTAL PROTECTION ACT (CEPA): The component of this product is listed on, or is automatically included as "substance occurring in nature" on, or is exempted from the requirements to be listed on, the Canadian Domestic Substances List (DSL).



ebohannan@prairielandpartners.com

11/06/2008 11:12 AM

To dtravis@kdhe.state.ks.us,
ebohannan@prairielandpartners.com

cc

bcc

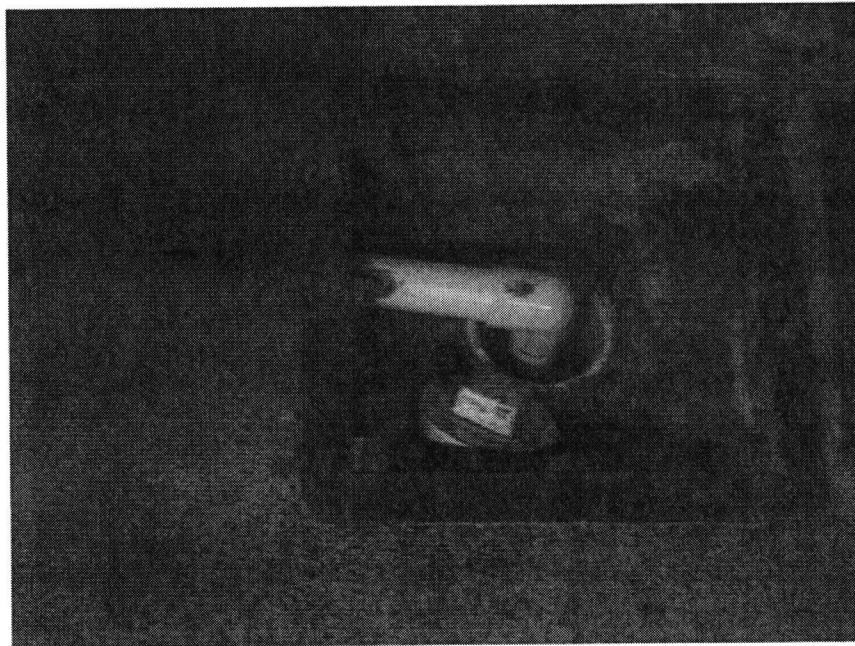
Subject: compliance with waste drain of water from wash sink

to Debbie Travis

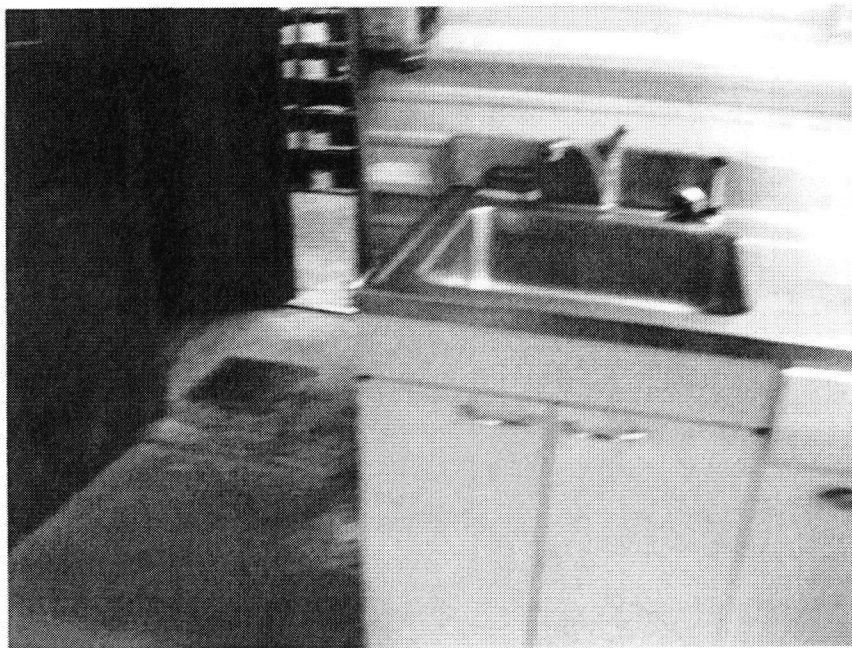
we removed the wash sink that was in question and installed a new sink in the sewer system. it is hooked to the sewer system now. the guys like the water. the pictures are of removed sink area-the new sink installed at hookup.

THANKS VERY MUCH--ELDON

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